

TRIAL COURTS OF ARIZONA

REQUEST FOR QUALIFICATIONS  
FOR  
CONTRACT INTERPRETERS, TRANSCRIBERS AND TRANSLATORS

F-22

DUE DATE:  
2:00 P.M.  
JULY 22, 2004  
111 S. THIRD AVENUE, LL  
PHOENIX, ARIZONA 85003

PRE-PROPOSAL CONFERENCE  
JUNE 28, 2004  
9:00 A.M.  
TABLE ONE CONFERENCE ROOM  
CHANGE OF VENUE  
201 W JEFFERSON  
PHOENIX, ARIZONA 85003

## SECTION ONE

### INTRODUCTION AND BACKGROUND

#### 1. INTRODUCTION

1.1 This document constitutes a Request for Qualifications solicitation, from qualified individuals and organizations to provide interpretation, transcription and translation services for all spoken languages.

1.2 For ease in use only, this document is divided into five sections: Section One is the Introduction and Background, Section Two describes the Scope of Work, Section Three contains Special Terms and Conditions. **Section Four describes Special Instructions to Offerors, Sample Contract (Attachment A).** Exhibit A contains a Definition of Terms. Section Five contains the Pricing Schedule and Exhibits.

#### 2. BACKGROUND/PURPOSE

2.1 The Trial Courts of Arizona in Maricopa County, Adult Probation and Justice Courts (hereafter known as the Court) is in need of interpretation services to provide/facilitate communication with parties who speak a spoken language other than English.

2.1 The Court anticipates the need for interpretation services in a variety of settings, including but not limited to: initial appearances, arraignments, pre-trial hearings, trials, sentencing, settlement disputes, attorney/client interviews, pre-sentence investigation interviews, post-conviction matters, such as counseling/treatment services, meetings with probation officers, arbitration, mediation, expedited visitation, conciliation, jury duty, civil, family court and probate trials and hearings, and juvenile delinquency and dependency matters and contacts.

2.2 The Court also anticipates the need for interpretation services for non-legal settings, including but not limited to parent information classes and residential treatment programs.

2.3 The Court also anticipates the need for transcription and translation services in a variety of settings, including but not limited to audio-taped interviews, court documents, affidavits, letters, forms, and brochures.

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## SECTION TWO

### SCOPE OF WORK

#### I. INTENT

1.1 The Court reserves the right to establish a registry to this contract in the future as deemed necessary to maintain an adequate pool of qualified Court Interpreters.

#### 2. GENERAL REQUIREMENTS

2.1 For Court proceedings, the Contractor shall provide interpretation services for all criminal, juvenile, family and civil or grand jury proceedings.

**A qualified Interpreter is defined as “a person who is able to accurately and impartially convey the meaning of a word or group of words from a source language (e.g., Spanish) into a target language (e.g., English), maintaining the same register or level of language spoken and style of the speaker.”**

- A certified court interpreter is an individual who has passed an oral examination, such as the federal court interpreter’s examination, or an examination administered by a state court or a recognized international agency that has been shown to be valid and reliable.
- A non-certified interpreter is an individual who possesses a basic competence in both the source language and the target language and can demonstrate that knowledge and skill gained from experience working in a court of law.

**2.2 The Contractor shall provide services on an as needed basis. The Court does not guarantee any amount of work.**

2.3 The Contractor shall, at the request of the Court, travel to provide services in all Court facilities throughout Maricopa County, including 201 W. Jefferson, Phoenix; 3125 W. Durango, Phoenix; 222 E. Javelina, 1810 S. Lewis, Mesa, 14264 W. Tierra Buena Lane, Surprise; any Justice Court (locations attached) and any required non-court sites within the County of Maricopa.

2.4 The Contractor shall furnish his/her own automobile. Mileage will be given for daily totals over 60 miles. Mileage will be reimbursed at \$0.375 per mile over the 60 miles. Mileage will begin from the starting point that the interpreter is at when starting the assignment to the final point when no longer working for the Court. (Example: Beginning day to Southeast Regional Facility mileage: 34 Leave Southeast Regional Facility and go to Downtown Court Complex: mileage: 39 miles TOTAL CLAIM IN MILEAGE=13 miles) Mileage outside of Maricopa will be paid in total.

2.5 The Contractor may be assigned to provide services within the secure perimeter of jail facilities throughout Maricopa County, as well as juvenile detention facilities.

**2.5.1 All Interpreters assigned to provide services within the secured perimeter of an adult or juvenile detention facility must complete a criminal background check prior to entering jails and**

**must abide by all laws and local regulations concerning personal conduct in such facilities.**

2.5.1.1 In order for the background check to be conducted, a potential Interpreter shall be required to provide full name, date of birth, social security number, background investigation questionnaire and a fingerprint card at least seventy-two (72) hours prior to the scheduled service. Those who are unable to meet this requirement shall not be permitted into the facility.

2.5.1.2 The Superior Court may produce an identification badge (at no charge to the Contractor) for interpreters. The I.D. badge shall be worn while on assignment. **I.D. badges do not provide "by-pass" privileges through Court Security.**

2.5.1.3 Interpreters shall also be required to adhere to rules concerning grooming and attire and will receive instruction on appropriate staff-inmate contact from the Court Interpretation and Translations Services (CITS).

- Assigned interpreters shall not initiate any personal communication and unprofessional relationships with any inmate/juvenile offender or their families.
- Assigned interpreters shall not accept or solicit from an inmate/juvenile offender, their families and/or from staff either directly or indirectly, anything of economic value such as a gift, gratuity, favor, entertainment or loan, which is or may appear to be designed to influence official conduct.

2.6 In order to facilitate invoicing and payment, the Contractor shall utilize a specialized invoice format (Exhibit B). The contractor may create an invoice, but must be mirror the Court specialized invoice format.

### 3. SPECIFIC REQUIREMENTS

3.1 Five copies of the written responses shall be in the prescribed format and addressed to Shirley Cabral, 111 S. Third Avenue, Lower Level, Phoenix, Arizona 85003. These responses must be received no later than 2:00 PM, July 22, 2004 at the above address.

**3.2 The Contractor shall provide services on an as needed basis. The Court does not guarantee any amount of work.**

3.3 The Contractor shall renew his/her certificate(s) the anniversary date, and forward a copy of the certificate to Court Purchasing.

3.4 The Contractor shall act as an Interpreter between non-English speaking clients and the Court as needed. The Contractor shall interpret from English to the specified target language and from the specified target language to English.

3.5 All Interpreters provided under a resultant contract shall comply with the Code of Ethics, the Policies, Procedures and Practices Governing the Operation of Court Interpretation and Translation Services and the Code of Ethics for Court Staff as contained in the Superior Court Administrative

Manual of Policies and Procedures, (Attachment B);the Policies for Computer Use, C-111 A and the Electronic Communications Policy, C-111 B (Attachment C). Contractor shall sign and date the attached forms to indicate that they have read and understand these policies.

3.6 The qualifications of Interpreters allowed to practice in matters before the Court are determined by the Court Interpretation and Translation Services (CITS), as follows:

3.6.1 All Spanish and lesser-use language contract Interpreters must possess a valid federal or state certification to receive certified level of pay. COPIES OF CERTIFICATION MUST ACCOMPANY RESPONSE. All others will receive the non-certified level of pay.

3.7 The Contractor shall respond to a Court request for service in a timely manner. For non-emergency situations, the Court will place phone order calls by 5:00 p.m., three (3) business days prior to the required appearance. However, during emergency situations, the Court may call the same day (by noon) that service is required. The Contractor shall notify the Court if and when an interpreter will be available to fill the emergency requirement.

**3.8 The Court may reserve the right to cancel an assignment, without penalty or charge, providing the Court notifies the Contractor twenty-four hours (24) prior to the required assignment. If the Court fails to give the Contractor sufficient notice of cancellation, the Court shall pay the Contractor an appearance fee in accordance with the rates contained on the Pricing Schedule.**

**3.9 Upon order placement by the Court, if the Contractor agrees to provide an Interpreter for a proceeding and the interpreter fails to appear at the time and place specified for the proceeding, or the Contractor furnishes an Interpreter who fails to satisfy the qualification requirements of the contract, the Court may procure the services of a substitute. The Contractor shall reimburse the Court for all costs in excess of the costs that the Court would have incurred if the Contractor had performed the work in accordance with this contract.**

3.9.1 If the Contractor is unable to provide an Interpreter for a requested assignment, the Contractor shall notify the Court two (2) business days prior to the assigned date and time.

**3.9.2 It is agreed by the Contractor that a failure to provide services at a proceeding will cause damage to the Court. In the event that such a failure is attributable to the performance or lack of performance by the Contractor, the Contractor shall pay damages to the Court therefore. The Court and the Contractor further agree that it may be impractical and difficult to ascertain and determine the actual damages sustained by the Court in the event of any by reason of such failure., and it is therefore agreed that the Contractor may, at the discretion of the Court, be required to pay the Court for such failures according to the following schedule: \$500 for each proceeding not attended. More than three proceedings will constitute a total breach of contract and will be cause for immediate cancellation.**

3.10 All interpreters are expected to report to CITS at least 15 minutes prior to the scheduled appearance, either in person or via telephone. CITS will provide the interpreter with pertinent case information. Upon conclusion of the assignment, the interpreter will return to CITS or immediately report back the disposition of the matter and/or the next scheduled hearing date.

3.11 All interpreters that are being utilized in a non-court setting will be instructed prior to appointment as to when and where to appear. If any different fee and billing procedures exist for these events the Interpreter will comply.

#### 4. SUPERVISION

4.1. The Contractor's employees will be monitored by CITS. The Court shall have direct control over the activities of the Contractor's employees while on assignment and in the event any such employee shall fail to adhere to the Court's directions or security regulations, or demonstrate that they are not competent to interpret for the assignment, the Court shall, after ascertaining the needs of the party, first offer the Contractor the opportunity to provide an appropriate replacement(s) at no additional cost to the Court. If Contractor is unable to find an appropriate replacement the Court may procure the services of a substitute. Any differences in cost will be born by the Contractor.

4.2 Work policies, standards and procedures established by the Court shall be followed at all times. The Contractor and his/her employees shall conform in all respects with regard to fire, safety and security regulations while providing service.

#### 5. QUALITY CONTROL

5.1 All personnel assigned must be employees or approved sub-contractors of the Contractors at the time of any specific work assignment to the Court. Before making a referral of one of its employees, the Contractor shall assure that the individual being referred has, at a minimum, the qualifications for the required assignment and is able to perform the duties required by the Court.

5.2 At the Court's request, the Court shall have the right to interview all prospective personnel and to accept or reject any or all, based upon skills required and the background and experience of each individual.

**5.3 When making court appearances, the Contractor shall identify themselves to the courtroom clerk/technical integrated court clerk prior to the start of the proceedings so that his/her appearance is duly noted on the record and an oath administered by the clerk, if needed.**

5.4 Once an interpreter has been assigned by name as requested by the Court or is on site providing services, no substitutions can be made without notification to and approval from the Court. If an hourly minimum charge applies, this fee shall be paid once per assignment.

## SECTION THREE

### GENERAL SPECIFICATIONS SPECIAL TERMS AND CONDITIONS:

#### 1. LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the contract resulting from this proposal will be a requirements contract. This contract does not guarantee that any purchases will be made. It only indicates that if purchases are made for the commodities or services contained in this contract, that they would be purchased from the Contractor(s) awarded that item. (Orders will only be placed when a need is identified by a using an agency or department and proper authorization and documentation have been approved.) In order to ensure adequate coverage of the requirements of the Court, multiple awards will (or may) be made.

#### 2. CONTRACT LENGTH:

This call for Qualifications is for awarding a purchasing contract to cover a **one- (1) year** period.

#### 3. OPTION TO EXTEND:

The Superior Court may, at its option and with the approval of the Contractor, extend the period of this agreement up to a maximum of **three (3) one- (1) year** options. The Contractor shall be notified in writing by the Purchasing Office, Trial Courts of Arizona, of the intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

#### 4. ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers and must be approved in writing by the Purchasing Office prior to any adjusted invoicing being submitted for payment.

#### 5. UNCONDITIONAL TERMINATION FOR CONVENIENCE:

The Superior Court may terminate the resultant agreement for convenience by providing thirty (30) calendar days advance notice to the Contractor.

#### 6. TERMINATION FOR DEFAULT:

The Court may suspend, terminate, or modify this contract immediately upon written notice to the Contractor in the event of a non-performance of stated objectives or other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations. The Court reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

#### 7. TERMINATION BY THE TRIAL COURT:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the Superior Court may terminate this Agreement. If the Contractor should

persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Agreement, the Superior Court may terminate this Agreement. Prior to termination of this Agreement, the Superior Court shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

#### 8. NON-AVAILABILITY OF FUNDS:

The Contractor recognizes that any agreement entered into shall commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Contractor and the Superior Court herein recognize that the continuation of any contract after the close of any given fiscal year of the Superior Court which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the Superior Court; providing for or covering such contract item as an expenditure therein. No liability shall accrue to the Court or the State of Arizona in the event this provision is exercised, and neither the Court nor the State of Arizona be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

#### 9. ORGANIZATION - EMPLOYMENT DISCLAIMER:

9.1 The agreement is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the agreement.

9.2 The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the agreement are considered to be Superior Court employees, and that no rights of Superior Court civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the Superior Court harmless with respect thereto.

#### 10. INDEMNIFICATION:

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor



agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, or work to services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The parties to this proposal will agree that the Trial Courts of Arizona and the State of Arizona shall be indemnified and held harmless by the Contractor for its vicarious liability as a result of entering into this contract. However, the parties further agree that the Court and the State of Arizona shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors

#### 11. INSURANCE REQUIREMENTS:

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

##### Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability Written and Oral	\$1,000,000
Fire Legal Liability	\$ 50,000
Each Occurrence	\$1,000,000

1. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".
2. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and

employees for losses arising from work performed by or on behalf of the Contractor.

3. Automobile Liability Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability  
Workers' Compensation Statutory Employers' Liability  
Each Accident \$ 500,000  
Disease – Each Employee \$ 500,000  
Disease – Policy Limit \$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

5. Professional Liability (Errors and Omissions Liability)

Each Claim \$1,000,000  
Annual Aggregate \$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

6. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
- a. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
  - b. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
  - c. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (Trial Courts of Arizona, 111 S. Third Avenue, Lower Level, Phoenix, AZ 85003) and shall be sent by certified mail, return receipt requested.

**ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to (Trial Courts of Arizona, 111 S. Third Avenue, Lower Level, Phoenix, AZ 85003). The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

**SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

**APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

#### 12. CHANGE ORDERS:

The Superior Court may institute non-material changes or modifications to the specifications and will notify all participants by an addendum to this Request for Qualifications. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the Request for Qualification's price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Court and the Contractor.

#### 13. TERMS AND PAYMENT

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, terms, description of supplies and/or services, quantities, unit prices, and extended totals and applicable sales/use tax.

**The contractor will follow the procedure for authorizing payment of services and subsequent billing as directed by the Court. Documents necessary for payment must be submitted on a bi-weekly basis. Bills that occur at the end of each fiscal year must be processed and forwarded to the Court within 7 days of the end of the fiscal year. If not submitted within these timeframes, payments could be delayed or not authorized for payment. Proper completion of all forms will be required for payment. Referrals can be suspended or discontinued if compliance with billing procedures is not maintained.**

#### 14. ADDITIONS/DELETIONS OF SERVICE:

The Superior Court reserves the right to add and/or delete non-material services to this contract. All such changes, which are mutually agreed upon by and between all the parties, shall be incorporated in written amendments to this Contract. All such amendments shall state any increase or decrease in the amount of compensation due to the Contractor for change in scope.

#### 15. INCORPORATION OF PROPOSAL INTO THE CONTRACT:

The contents of this solicitation and the selected firm's(s) response(s) are to be incorporated into the contract.

#### 16. AMENDMENTS:

All amendments to this contract must be in writing and signed by both parties.

#### 17. CONTRACT COMPLIANCE MONITORING:

The Purchasing Office and CITS shall monitor the Contractor's compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the Superior Court, all records and accounts relating to the work performed or the services provided in this Contract.

#### 18. SEVERABILITY:

Any provision of this contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

19. CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

20. COMPLIANCE WITH THE EXECUTIVE ORDER 99-4

The Contractor shall comply with the Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

21. NON-COLLUSION:

The Contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this Proposal.

22. COVENANT AGAINST CONTINGENT FEES:

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach of violation of this warranty, the Superior Court shall have the right to terminate this Agreement in accordance with the termination clause, and at its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

23. SUBCONTRACTING ASSIGNMENT:

The Contractor may not assign this contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the Superior Court. Any attempt by the Contractor to assign or subcontract any performance of this Contract without the written consent of the Court shall be null and void and shall constitute a breach of this Contract.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as proposed in the pricing section, unless the Prime Contractor is will to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the Court, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

24. FINANCIAL STATUS:

24.1 All Contractors shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax

return. Failure or refusal to provide this information within five (5) business days after communication of the request by the Superior Court shall be sufficient grounds for the Superior Court to reject a proposal, and/or to declare a Contractor non-responsive and/or non-responsible, as those terms are defined in the Judicial Procurement Code, 99-53.

24.2 If an Contractor is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law, the Contractor must provide the Superior Court with that information as part of its proposal/quote. The Superior Court may consider that information during evaluation of the proposal/quote. The Superior Court reserves the right to take any action available to it if it discovers a failure to provide such information to the Superior Court in a proposal/ quote, including, but not limited to, determination that the Contractor should be declared non-responsive and/or non-responsive, and suspension or debarment of the Contractor, as those terms are defined in the Judicial Procurement Code.

24.3 By submitting a proposal/quote in response to this solicitation, the Contractor agrees that, if, during the term of any contract it has with the Superior Court, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law, the Contractor will immediately provide the Superior Court with a written notice to that effect, and will provide the Superior Court with any relevant information it requests to determine whether the Contractor will meet its obligations to the Superior Court.

#### 25. STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the Superior Court may cancel this contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Superior Court is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. § 38-511 the Superior Court may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Superior Court from any other party to the contract arising as the result of the contract.

#### 26. OFFSET FOR DAMAGES

In addition to all other remedies at Law or Equity, the Court may offset from any money due to the Contractor any amounts Contractor owes to the Court for damages resulting from breach or deficiencies in performance under this Contract.

#### 27. RETENTION OF RECORDS:

Pursuant to A.R.S. § 35-214 and 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records relating to this proposal/contract. All records shall be subject to inspection and audit by the State of Arizona or any division or agency thereof the State and the County at reasonable times.

#### 28. ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided; the Contractor shall reimburse the Superior Court for the services not so adequately supported and documented.

29. AUDIT DISALLOWANCES:

If at any time it is determined by the Purchasing Office that a cost for which payment has been made is a disallowed cost, the Purchasing Office shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Purchasing Office either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Superior Court.

30. PURCHASE ORDER CANCELLATION LANGUAGE:

The Purchasing Office reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the Superior Court agrees to reimburse the Contractor but only for actual and document costs incurred by the Contractor due to and after issuance of the Purchase Order. The Superior Court will not reimburse the Contractor for any costs incurred after receipt of the Superior Court's notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc. Contractor agrees to accept verbal notification of cancellation from the Purchasing Office with written notification to follow. By submitting a proposal in response to this solicitation, the Contractor specifically acknowledges to be bound by this cancellation policy.

31. REFERENCES:

**Contractor must provide with their response at least three (3) reference accounts (Attachment D) to which they are presently providing this service.** Reference account information must include the name of government or company, individual to contact, phone number and address. Provide references similar in scope to the services being requested by the Court.

32. REJECTION OF RESPONSE:

The Court reserves the right to reject any, and all, response received in response to this RFP as determined to be in the best interests of the Court.

33. WITHDRAWAL OF PROPOSAL:

If at any time prior to the opening of this proposal a Contractor decides to withdraw its proposal, the Contractor shall give written notice to the Purchasing Department, 111 S. Third Avenue, Lower Level, Phoenix, Arizona 85003.

34. INSTRUCTIONS FOR PREPARING AND SUBMITTING RESPONSES:

34.1 Contractors are to provide one (1) original five (5) copies of their proposal.  
Contractors are to deliver the responses no later than **2:00 P.M. JULY 22, 2004**  
**to:**

111 S. Third Avenue, Lower Level  
Phoenix, Arizona 85003

Late responses will be returned unopened. Proposal responses are to be firm for ninety (90) days.

- 34.2 The Contractor will identify and list all exceptions taken to all sections of the RFP and list these exceptions referencing the section (paragraph) where the exception exists.

### 35 PROCUREMENT AUTHORITY

The Judicial Branch Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this Request for Qualifications must be filed with the Procurement Officer as follows:

#### 35.1 Filing of a Protest.

- A. Any interested party may protest a Request for Qualification issued by the Judicial Branch, or the proposed award or the award of a Judicial Branch contract.
- B. Content of protest. The protest shall be in writing and shall include the following information:
  - 1. The name, address and telephone number of the protester;
  - 2. The signature of the protester or its representative;
  - 3. Identification of the purchasing agency and the Request for Qualification number;
  - 4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and,
  - 5. The form of relief requested.

#### 35.2 Time for Filing Protests.

- A. Protests concerning improprieties in a solicitation. Protests based upon alleged improprieties in a solicitation that are apparent before the Request for Qualification opens shall be filed before the Request for Qualification opens. Protests based upon alleged improprieties in a Request for Qualification that are apparent before the Request for Qualification closes shall be filed before the Request for Qualification closes. In procurements requesting responses, protests concerning improprieties that do not exist in the initial solicitation but that are subsequently incorporated into the solicitation shall be filed by the next closing date for receipt of proposal following the incorporation.
- B. In cases other than those covered in subsection (A) of this rule, protests shall be filed within ten days after the protester knows or should have known the basis of the protest, whichever is earlier with the Procurement Officer.
- C. The protester shall give notice of the protest to the Trial Courts Administrator for Trial Courts of Arizona within a reasonable time.
- D. If the protester shows good cause, the Procurement Officer of the contracting agency may consider any protest that is not filed timely.
- E. The Procurement Officer shall immediately give notice of the protest to all interested parties.

- 35.2.1.1 Stay of Procurements during Protest. If a protest is filed before the award of a contract or before performance of a contract has begun, the award may be made or contract performance may proceed, unless Court Administrator for Trial Courts of Arizona stays the contract award or performance on determining in writing that there is a reasonable probability that the protest will be sustained or that stay is not contrary to the best interests of the Judicial Branch.



35.2.1.2 Confidential Information.

- A. Material submitted by a protester shall not be withheld from any interested party except to the extent that the withholding of information is permitted or required by law as determined pursuant to ARS Section 41-2533(D) or 41-2534(D)
- B. If the protester believes the protest contains material that should be withheld, a statement advising the Procurement Officer of this fact shall accompany the protest submission.

35.2.1.3 Decision by Procurement Officer.

- A. The Procurement Officer of the purchasing agency shall issue a written decision within 14 days after a protest has been filed. The decision shall contain an explanation of the basis of the decision and a statement that the decision may be appealed to the Court Administrator for the Trial Courts of Arizona within five days from receipt of the decision.
- B. The Procurement Officer shall furnish a copy of the decision to the protester, by certified mail, return receipt requested, or by any other method that provides evidence of receipt.
- C. The time limit for decisions set forth in subsection A of this section may be extended by the Court Administrator for the Trial Courts of Arizona for good cause for a reasonable time not to exceed 30 days. The Court Administrator for the Trial Courts of Arizona shall notify the protester in writing that the time for the issuance of a decision has been extended and the date by which a decision will be issued.
- D. If the Procurement Officer fails to issue a decision within the time limits set forth in subsection A and C of this section, the protester may proceed as if Procurement Officer had issued an adverse decision.

35.2.1.4 Remedies.

- A. If Procurement Officer of the purchasing agency sustains the protest in whole or part and determines that the Request for Qualification award does not comply with the procurement statutes and regulations, the officer shall implement an appropriate remedy.
- B. In determining an appropriate remedy, Procurement Officer shall consider all the circumstances surround the procurement or proposed procurement including, but not limited to, the seriousness of the procurement deficiency, the degree of prejudice to other interested parties or to the integrity of the procurement system, the good faith of the parties, the extent of performance, costs to the government, the urgency of the procurement, and the impact of the relief on the purchasing agency's mission.
- C. An appropriate remedy may include one or more of the following:
  - 1. Decline to exercise an option to renew under the contract;
  - 2. Terminate the contract;
  - 3. Amend the solicitation;
  - 4. Issue a new solicitation;
  - 5. Award a contract consistent with procurement statutes and regulations; or
  - 6. Such other relief as is determined necessary to ensure compliance with procurement statutes and regulations.

35.2.1.5 Appeals to the Court Administrator for the Trial Courts of Arizona.

- A. An appeal from a decision entered or deemed to be entered by the Procurement Officer shall be filed with the Court Administrator for Trial

Courts of Arizona within five days after the date the decision is received. The appellant shall also file a copy of the appeal with the Procurement Officer.

- B. Content of Appeal. The appeal shall contain: 1) The information set forth in paragraph 1 above, including the identification of protected information in the manner set forth above; 2) A copy of the decision of the Procurement Officer; and, 3) The precise factual or legal error in the decision of the Procurement Officer from which an appeal is taken.

35.2.1.6 Notice of Appeal

- A. The Court Administrator for the Trial Courts of Arizona shall immediately give notice of the appeal to interested parties.
- B. The Court Administrator for Trial Courts of Arizona shall upon request furnish copies of the appeal to those named in the appeals subject to E.2.A above.

35.2.1.7 Stay of Procurement During Appeal

- A. If a stay was issued pursuant to E.1 above, the filing of an appeal shall automatically continue the stay unless the Court Administrator for Trial Courts of Arizona makes a written determination that the award of the Request for Qualification without delay is necessary to protect substantial interests of the Judicial Branch.

35.2.1.8 Judicial Branch Report.

- A. The Procurement Officer shall file a complete report on the appeal with the Court Administrator for Trial Courts of Arizona within ten days after the date the appeal is filed. At the same time, the Procurement Officer shall furnish a copy of the report to the appellant by certified mail, return receipt requested, and to any interested parties who have responded to the notice given pursuant to paragraph 6 above. The report shall contain copies of:
  - 1. The appeal;
  - 2. The Request for Qualification submitted by the appellant.
  - 3. The Request for Qualification of the firm that is being considered for award.
  - 4. The solicitation, including the specifications or portions relevant to the appeal;
  - 5. The abstract of proposals or relevant portions;
  - 6. Any other documents that are relevant to the protest; and,
  - 7. A statement by the Procurement Officer setting forth findings, actions, recommendations and any additional evidence or information necessary to determine the validity of the appeal.
- B. Extension for filing of report. 1) The Procurement Officer may request in writing an extension of the time period setting forth the reason for extension. 2) The Court Administrator for Trial Courts of Arizona's determination on the request shall be in writing, state the reasons for the determination, and if an extension is granted, set forth a new date for the submission of the report. The Court Administrator for Trial Courts of Arizona shall notify the Procurement Officer and the appellant in writing that the time for the submission of the report has been extended and the date by which the report will be submitted.
- C. Comments on the Report. 1) The appellant shall file comments on the Judicial Branch report with the Court Administrator for Trial Courts of

Arizona within seven days after receipt of the report. Copies of comments shall be provided by appellant to the Procurement Officer of the Purchasing agency and other interested parties. 2) The Court Administrator for Trial Courts of Arizona may grant an extension on the time period to file comments pursuant to a written request made by the appellant within the period set forth in paragraph 5.1.5.10 stating the reason an extension is necessary. The Court Administrator for Trial Courts of Arizona's determination on the request shall be in writing, state the reasons for the determination, and if the extension is granted, set forth a new date for the filing of comments. The Court Administrator for Trial Courts of Arizona shall notify the Procurement Officer of any extension.

35.2.1.9 Hearing. **The hearing on appeal of Request for Qualification protest decisions shall be conducted as contested cases pursuant to these rules.** The Court Administrator for Trial Courts of Arizona shall designate a Hearing Officer to hear the appeal. The Hearing Officer shall make recommended findings of fact and conclusions of law to the Court Administrator for Trial Courts of Arizona and the Court Administrator for Trial Courts of Arizona shall render a final decision. The Hearing Officer shall make written recommendations to the Court Administrator within 20 days of the final hearing date. The Court Administrator shall make a final decision with 20 days of the date it receives the Hearing Officers recommendations.

Remedies. If the Court Administrator for the Trial Courts of Arizona sustains the appeal in whole or part and determines that a solicitation, proposed award, or award does not comply with procurement statutes and regulations, remedies shall be implement pursuant to paragraph 6Cabove.

### **36. FORMAT AND CONTENT**

- 36.1.1 Letter of Interest
- 36.1.2 Copies of all certification required
- 36.1.3 Personal Qualifications – Support personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience of candidates as well as required certificates.
- 36.1.4 Proposal Exceptions
- 36.1.5 Agreement ( Attachment A ).
- 36.6 Conduct & Ethic standards, signed, dated and returned (Attachment B)
  - 36.1.6 C111-A Policies for Computer Use, C-111 B Electronic Communications Policy, signed dated and returned (Attachment C)
  - 36.1.7 Sole Proprietary Form (Attachment D)
  - 36.1.8 References List (Attachment E)
  - 36.1.9 Response to Questionnaire (Attachment F)

### **37. AWARD OF CONTRACT:**

A committee appointed by the Purchasing Department shall review the submissions as follows:

- Step 1) Review of all Proposals to conformance of this RFQ
- Step 2) Elimination of all Proposals which deviate substantially from the basic intent of the proposal.

- Step 3) Review Contractor's / Contractor's personnel capability and previous experience.
- Step 4) Verification of references.

**38. EVALUATION CRITERIA**

The award will be made using the following criteria:

- 37.1 Level of skill and technical competence
- 37.2 Credentials of the individual/staff

### 39. FEE SCHEDULE

HOURS WORKED	CERTIFIED	NON CERTIFIED
<b>INTERPRETING SERVICES</b>		
1 HOUR OR LESS	50.00	75.00
2 HOURS	75.00	100.00
3 HOURS	100.00	125.00
4 HOURS	125.00	150.00
5 HOURS	150.00	175.00
6+	225.00	265.00
APPEARANCE FEE	75.00	100.00
OFF HOURS SURCHARGE (After 5 p.m.; before 8 a.m.)	15%	15%
<b>TRANSLATION SERVICES</b>		
ROMAN ALPHABETIC LANGUAGES	\$0.15 - \$0.20/WORD	
NON-ROMAN ALPHABETIC LANGUAGES	\$0.18 - \$0.25/WORD	
NON ALPHABETIC LANGUGES	\$0.18- \$0.25/WORD	
<b>TRANSCRIPTION SERVICES</b>		
ALL LANGUAGES	\$0.10-\$0.20/WORD	

**Attachment A**  
**AGREEMENT FOR THE COORDINATION OF INTERPRETING SERVICES**

**IDENTIFICATION OF PARTIES**

This agreement for the provision of Lesser Used Language interpreting services is entered into between \_\_\_\_\_ located at \_\_\_\_\_  
And Trial Courts of Arizona in Maricopa County (Court) located at 101 W. Jefferson Avenue, Phoenix, Arizona 85003.

**PURPOSE OF AGREEMENT**

This agreement is entered into for the purpose of providing Transcription/Translation/Interpreting Services to facilitate communication between people who are non-English speaking and those who speak English. The rate for the services are as follows:

<b>HOURS WORKED</b>	<b>NON CERTIFIED</b>	<b>CERTIFIED</b>
<b>INTERPRETING SERVICES</b>		
1 HOUR OR LESS	50.00	75.00
2 HOURS	75.00	100.00
3 HOURS	100.00	125.00
4 HOURS	125.00	150.00
5 HOURS	150.00	175.00
6+	225.00	265.00
APPEARANCE FEE	75.00	100.00
OFF HOURS SURCHARGE (After 5 p.m.; before 8 a.m.)	15%	15%
<b>TRANSLATION SERVICES</b>		
ROMAN ALPHABETIC LANGUAGES	\$0.15 - \$0.20/WORD	
NON-ROMAN ALPHABETIC LANGUAGES	\$0.18 - \$0.25/WORD	
NON ALPHABETIC LANGUGES	\$0.18- \$0.25/WORD	
<b>TRANSCRIPTION SERVICES</b>		
ALL LANGUAGES	\$0.10-\$0.20/WORD	

**SCHEDULING OF INTERPRETERS**

Subject to the availability of Interpreters, \_\_\_\_\_  
agrees to arrange for the Court the use of an interpreter(s) upon request by the Court's request.

This request should be made no later than three (3) working days prior to the date interpreting services are required. Should the Court fail to give forty eight hours notice of cancellation Interpreter will be paid the Appearance Fee listed above.

**PAYMENT**

The Court agrees to pay in full all approved invoices submitted by \_\_\_\_\_  
\_\_\_\_\_ for interpreting services within thirty (30) days of the  
invoice date.

**NON-AVAILABILITY OF FUNDS**

Every payment obligation of the Court under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the Court at the end of the period for which funds are available. No liability shall accrue to the Court or the State of Arizona in the event this provision is exercised, and neither the Court nor the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

#### AUDIT OF RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State of Arizona or any division or agency thereof ("the State") (including the Court) at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

#### CANCELLATION FOR CONFLICT OF INTEREST

Pursuant to A.R.S. §38-511, the State, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. A cancellation made pursuant to this provision shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

#### NON DISCRIMINATION

The Contractor shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

#### THIRD PARTY ANTITRUST VIOLATIONS

The Contractor assigns to the Court any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Contractor toward fulfillment of this Contract.

#### APPLICABLE LAW

This Contract shall be governed and interpreted by the laws of the State of Arizona, including the Procurement Rules for the Judicial Branch, 2001-071 (Supreme Court of the State of Arizona Administrative Order No. 89-10 as amended by Administrative Order No. 98-27). If any provision in this contract is held by any court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force.

#### ARBITRATION

The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.

## INSURANCE REQUIREMENTS

The Interpreter will agree to carry all insurance that may be required by Federal and State laws, County and City ordinances, charters, regulations and codes.

Concurrent with the execution of the contract for services, the Interpreter will furnish the Superior Court the following Certificates of Insurance. Certificates shall be issued by an insurance company authorized by the Insurance Department of the State of Arizona to transact business in the State of Arizona. All certificates shall be subject to the approval of the State of Arizona, Risk Management. All certificates of insurance shall be identified with **Proposal serial number and title.**

MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

### Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability Written and Oral	\$1,000,000
Fire Legal Liability	\$ 50,000
Each Occurrence	\$1,000,000

1. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".
2. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
3. Automobile Liability Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

4. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

### 5. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory Employers' Liability
	Each Accident \$ 500,000
	Disease – Each Employee \$ 500,000
	Disease – Policy Limit \$1,000,000

- Policy shall contain a waiver of subrogation against the



State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

6. Professional Liability (Errors and Omissions Liability)

Each Claim \$1,000,000

Annual Aggregate \$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

c. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

7. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

- The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

## INDEMNIFICATION

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor

agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona , impairment, or destruction of property including loss of use resulting there from, caused by any acts, errors, mistakes, omissions, or work to services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The parties to this proposal will agree that the Trial Courts of Arizona and the State of Arizona shall be indemnified and held harmless by the Contractor for its vicarious liability as a result of entering into this contract. However, the parties further agree that the Court and the State of Arizona shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors

#### TERMINATION

This agreement is effective on \_\_\_\_\_ and will remain in effect for one year unless extended for one year by written mutual agreement.

\_\_\_\_\_

\_\_\_\_\_  
Colin F. Campbell  
Presiding Judge  
Trial Courts of Arizona

## EXHIBIT A

### Definition of Terms

As used in this procurement document and any resulting Contract, the terms listed below are defined as follows:

“Contract” means an agreement for the procurement of items of tangible personal property or services.

“Contractor” means any person who has a Contract with a state government unit.

“Court” shall mean the Trial Courts of Arizona in Maricopa County.

“Desirable” The terms “may”, “can”, “should”, “preferably”, or “prefers” identify a desirable or a discretionary item or factor for the Court to determine.

“Determination” means the written documentation supporting the decision of a procurement manager, including findings of fact. A determination becomes part of the procurement file to which it pertains.

“Evaluation Committee” means a body appointed by the Purchasing management to evaluate Contractor proposals. The Purchasing Administrator shall provide only technical assistance requested by the committee.

“Evaluation Committee Report” means a report prepared by the Purchasing Administrator and the Evaluation Committee for submission to the Presiding Judge for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

“Finalist” is defined as an Contractor who meets all the mandatory specifications of the RFP and whose score on evaluation factors is sufficiently high to qualify that Contractor for further consideration by the Evaluation Committee.

“Mandatory” The terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Contractor’s proposal.

“Contractor” is any person, corporation, or partnership who chooses to submit a proposal.

“Contract Manager” means the person or designee authorized by the Court to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

“Interpreter” means a person who has a “. a person who is able to accurately and impartially convey the meaning of a word or group of words from a source language (e.g., Spanish) into a target language (e.g., English), maintaining the same register or level of language spoken and style of the speaker.”

“Request for Qualification” or “RFQ” means all documents, including those attached or incorporated by reference, used for soliciting responses.

“Responsible Contractor” means an Vendor who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal.

“Responsive Offer” or “Responsive Proposal” means an offer or proposal which conforms in all material respects to the requirements set forth in the Request for Proposal or Request for Qualifications.

“Solicitation” means an invitation for bids (IFB), a request for proposals (RFP), or a request for quotation (RFQ).

“State” means the State of Arizona and Department or Agency of the State that executes the Contract.

### Governing Law and Precedence

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- B. Judicial Procurement Code. The Judicial Procurement Code, Administrative Order 2001-071, is a part of this Contract as if fully set forth in it.
- C. Implied Contract Terms. Each provision of law and any terms required by law to be in

- this Contract are part of this Contract as if fully stated in it.
- D. **Contract Order of Precedence.** In the event of a conflict in the provisions of the Contract, as accepted by the Court, the following shall prevail in the order set forth below:
1. Special Terms and Conditions;
  2. Uniform Terms and Conditions;
  3. Scope of Work;
  4. Specifications;
  5. Exhibits; and
  6. Documents referenced or included in the Solicitation.
2. **Authority.** This Contract is issued under the authority of the Presiding Judge who signed this Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized Court employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
3. **Contract Interpretation and Amendment.**
- A. **No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
  - B. **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the non-conforming performance knows of the nature of the performance and fails to object to it.
  - C. **Written Contract Amendments.** The Contract shall be modified only through a written contract amendment within the scope of the Contract signed by the Presiding Judge or his designee.
4. **Records.** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the Court at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
5. **Severability.** The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
6. **Relationship of Parties.** The Contractor under this Contract is an independent contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
7. **Assignment and Delegation.** The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The Court shall not unreasonably withhold approval.
8. **General Indemnification.** To the extent permitted by A.R.S. § 41-621 and § 35-154, the State of Arizona and the Trial Courts of Arizona shall be indemnified and held harmless by the Contractor for its vicarious liability as a result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
9. **Indemnification - Patent and Copyright.** To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
10. **Subcontracts.** The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Presiding Judge. The subcontract shall incorporate by reference the terms and conditions of this Contract. A list of all proposed subcontractors must be provided with the Offer.

11. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
12. Payments. The Contractor shall be paid as specified in the Contract. The payment must comply with the requirements of A.R.S. Titles 35 and 41.
13. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of the Presiding Judge.
14. Property of the Court. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the Court.
15. Third Party Antitrust Violations. The Contractor assigns to the Court any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.
16. Right to Assurance. If the Court in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the Court's option, be the basis for terminating the Contract under paragraph 23 of the Uniform Terms and Conditions.
17. Stop Work Order.
  - A. The Court may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
  - B. If a stop work order issued under this clause is canceled or the period of the order or any extension expires; the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
18. Cancellation for Conflict of Interest. The Court may cancel this Contract without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Court is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
19. Gratuities. The Court may, by written notice terminate this contract, in whole or in part, if the Court determines that employment or a gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the Court for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The Court, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
20. Suspension or Debarment. The Court may, by written notice to the Contractor, immediately terminate this Contract if the Court determines that the Contractor has been suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body
21. Termination for Convenience. The Court reserves the right to terminate the Contract in

whole or in part at anytime when in the best interests of the Court without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the Court. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the Court. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in Arizona Administrative Code R2-7-701 shall apply.

22. Termination for Default.

- A. In addition to the rights reserved under Paragraphs 18 through 22 of the Uniform Terms and Conditions, the Court reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Contract Manager shall provide written notice of the termination and the reasons for it to the Contractor.
- B. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the Court on demand.
- C. The Court may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the Court for any excess costs incurred by the Court in reprocurring the materials or services.

23. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

24. Right of Offset. The Court shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the Court, or damages assessed by the Court concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in paragraph 18 through 23 of the Uniform Terms and Conditions.

25. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destinations identified in the Solicitation.

26. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the Court for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of this Contract. The Court will make reasonable efforts to secure such funds.

27. Contract Claims. All contract claims and controversies under this Contract shall be resolved according to the Judicial Procurement Code.

28. Non-exclusive Remedies. The rights and the remedies of the Court under this Contract are not exclusive.

29. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the Court and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or subcontract.

30. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

31. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

32. Force Majeure.

- A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this

Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force Majeure shall not include the following occurrences:

1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
  2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
  3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
  4. Any year 2000 problems caused by Contractor or his suppliers.
- B. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- C. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
33. Applicable Taxes.
- A. Applicable Taxes. The Court will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.
- B. Tax Indemnification. Contractor and all subcontractors shall pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State and Court harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- C. IRS W9 Form. In order to receive payment under any resulting Contract, Contractor must have a current IRS W9 Form on file with the State of Arizona or its departments.
34. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
35. Inspection and Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes for producing the materials, at reasonable times for inspection of the materials covered under this Contract. The Court shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the Court determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the Court for testing and inspection.
36. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do

not fully comply constitutes a breach of contract. On delivery of nonconforming materials, the Court may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

37. Warranties.

A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.

B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the Court of the materials, they shall be:

1. of a quality to pass without objection in the trade under the Contract description;
2. fit for the intended purposes for which the materials are used;
3. within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
4. adequately contained, packaged and marked as the Contract may require; and
5. conform to the written promises or affirmations of fact made by the Contractor.

C. Fitness. The Contractor warrants that any material supplied to the Court shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection or testing of or payment for the materials by the Court.

E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties of merchantability or fitness.

F. Year 2000

1. Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues.

2. Additionally, notwithstanding any other warranty or disclaimer of warranty in the contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the Court in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other Court information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the Court for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of force majeure shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

38. Notices. Notices to the Contractor required by this Contract shall be made by the Court to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the Court required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the "Notice Page", unless otherwise stated in the Contract.



**Attachment B**  
Trial Courts of Arizona in Maricopa County  
Office of the Court Interpreter  
Standards of Conduct

1. All reasonable efforts shall be made to ensure that Interpreter is able to hear adequately the voices s/he is interpreting.
2. The Interpreter shall not omit or add to the versions he interprets, nor shall the Interpreter change the register, tone or intent of these versions.
3. All discourse carried on through the Interpreter shall be direct, without resorting to the third person.
4. Interpreter shall refer to him/herself as "the Interpreter" when speaking on the record to avoid confusion with the pronoun "I," which shall refer to the Interpreter's subject.
5. The spoken-language Interpreter shall not repeat gestures made by the subject, nor shall the Interpreter extrapolate meaning from such gestures. Court or counsel will state for the record the nature and intent of the subject's gesture. This does not apply to the Interpreter of any signed or gestural language.
6. The Court shall advise the subject with minimal knowledge of English to refrain from answering the question put to him in English until after the Interpreter has interpreted it, and to make his/her answer in the interpreted language.
7. When interpreting in the consecutive mode, the Interpreter may need to interrupt the discourse of the witness periodically. These interruptions should only create a pause during the witness's testimony and will not delete parts of that testimony. The Interpreter may arrange a system with the witness before taking the stand in order of facilitate this process.

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Signature

Date

**Attachment B**  
Trial Courts of Arizona in Maricopa County  
Office of the Court Interpreter  
Code of Ethics

1. The Interpreter shall never give legal advice.
2. The Interpreter shall never refer the subject to a specific attorney or law firm.
3. The Interpreter's relationship with the subject is professional, never sympathetic or personal, and the Interpreter should take steps to see to it that the relationship is not viewed as personal by the surrounding professions.
4. When the Interpreter is required to interpret unique or technical vocabulary or the language of an individual whose communication style is unfamiliar or problematic for the Interpreter, the Interpreter shall realistically evaluate his/her ability to perform and disqualify him/herself if s/he is not fully capable of giving a professionally interpreted rendition.
5. The Interpreter shall disclose to the Court and all parties any actual or apparent conflict of interest. Any condition which impinges on the objectivity or impartiality of the Interpreter or affects his/her professional integrity constitutes a conflict of interest. A conflict may exist if the Interpreter is acquainted with a party to the action; the Interpreter has an interest in the outcome of the case or the Interpreter may be perceived as not being independent of the adversary parties or agencies.
6. The Interpreter shall keep confidential all matters interpreted in communications between counsel and client. The Interpreters shall not discuss the facts of a case pending before the court except as regards matters of a professional nature within the CITS or with other Interpreters appointed to practice in the same matter.
7. Interpreters employed by the CITS shall not accept payment or gratuity of any kind additional to his/her salary or wage.
8. Through continuing education, the Interpreter shall maintain and improved his/her interpreting skills and knowledge of procedures. The Interpreter shall seek to elevate the standards of the interpreting profession.

I have read and understood the above Code of Ethics and Standard of Behavior for the CITS.

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Signature

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Date

**JUDICIAL BRANCH OF MARICOPA COUNTY**

<p>Section: <b>C- 111 A</b>      Pg. <b>1</b> of <b>1</b>      Attachments _____</p> <p>Subject: <b>POLICIES FOR COMPUTER USE</b></p> <p>Policy    <b>X</b>            Procedure    <u>  </u>      Information    <u>  </u></p> <p>Policy Authority:    <u>Adopted by the Judges</u></p>	<p><b>Original Date:</b> 01/91</p> <p>New _____ Addl _____</p> <p>REVISION: 2    DATE: 6/18/2004</p> <p>Related Sections: C-111 B</p> <p>_____ Authorized Signature(s)</p>
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This statement sets forth the Judicial Branch (hereafter "Judicial Branch") policy with regard to use of Judicial Branch computers and computer related equipment.

- A.    Persons Covered by this Policy.** The policy applies to all Judicial Branch Employees, which includes Superior Court and Juvenile Court judicial officers and staff; Superior Court and Juvenile Court administration, Adult and Juvenile Probation employees, Justices of the Peace and Justice Court employees; staff, pool, and contract court reporters and interpreters; and constables.
- B.    Copying Computer Programs.** An employee may not copy any computer program to which he or she has access by virtue of employment, unless such copying is with the permission of the licensor or copyright owner of the program.
- C.    Use of Computer Hardware and Personal Software.** No employee may make use of Judicial Branch computer hardware for the private gain of the employee. No employee may convert to his or her own use any supplies or equipment provided by the Judicial Branch for Judicial Branch computer use. Incidental use may be tolerated.

If an employee has privately obtained a computer program with permission of its licensor or copyright owner, such employee may **NOT** utilize such program on a Judicial Branch computer.

On occasion, an employee may remove Judicial Branch computer hardware or software for use off premises. Such removal must be with permission of the employee's supervisor. The use to which the computer is put off premises is governed by the same standards as govern such use at the employee's normal workstation.

- D.    Acceptance of Gifts.** No employee may accept as a gift from the licensor or copyright owner a copy of a computer program if the purpose of the gift could be construed as an effort to influence any subsequent action on the part of the employee favorable to the donor, including any support such employee might give to the licensor or copyright owner in a subsequent effort to market such a program to the Judicial Branch.

## JUDICIAL BRANCH OF MARICOPA COUNTY

Section: <b>C- 111 B</b>	Pg. <b>1</b> of <b>15</b>	Attachments_ A, B, and C	<b>Original Date:</b> June 17, 1997
Subject: <b>ELECTRONIC COMMUNICATIONS POLICY</b>			New _____ Addl _____
Policy <input checked="" type="checkbox"/>	Procedure <input type="checkbox"/>	Information <input type="checkbox"/>	REVISION: 5 DATE: 6/18/04
Policy Authority: <u>Presiding Judge; Adopted by Judicial Executive Committee, January 19, 1999, Supreme Court Administrative Order 2003-89; Arizona Supreme Court Rule 123; Revision Adopted by Judicial Executive Committee, June 18, 2004</u>			Related Sections: _____ Authorized Signature(s)

### I. INTRODUCTION

This statement sets forth the Judicial Branch (hereafter “Judicial Branch”) policy with regard to use of, access to, and management of electronic communication and Internet access. For purposes of this policy statement, “electronic communication” may include but is not limited to electronic mail, Internet services, Intranet services, voice mail, and facsimile messages that are sent or received by Judicial Officers, employees, and other authorized users, and the network resources over which such communications are transmitted. “Internet” may include but is not limited to access to the World Wide Web. Employee use of Judicial Branch computer resources generally is addressed in separate policies.

### II. POLICY

**A. Persons Covered by this Policy.** The policy applies to all Judicial Branch Employees, which includes Superior Court and Juvenile Court judicial officers and staff; Superior Court and Juvenile Court administration, Adult and Juvenile Probation employees, Justices of the Peace and Justice Court employees; staff, pool, and contract court reporters and interpreters; and constables.

**B. Purpose.** Electronic communications and Internet technology allows access to a broad range of ideas and information, and facilitates the exchange of ideas and information in a timely and efficient manner. The Judicial Branch supports the use of electronic communications, networked information and Internet resources to further its mission, and to foster communication and information exchange within the Judicial Branch and the justice community. The purpose of this policy is to set forth the guidelines and mutual responsibilities for managing and using the Judicial Branch’s electronic communications resources and Internet access. Administration has the responsibility to manage the Judicial Branch electronic communications resources and Internet, and to ensure that the resources are used to support the business of the Judicial Branch through implementation of appropriate policies and procedures. Judicial Branch employees are expected to be cognizant of the rules and conventions that make these resources secure and efficient and to use the resources in a responsible manner, consistent with the work-related, professional, and educational purposes for which the Judicial Branch provides access.

**C. Authorized Use.** All employees shall use provided electronic communications resources and Internet access responsibly, for purposes relating to the business of the Judicial

Branch or enhancing the work environment of the Court, as set forth in this policy.

- D. Authorized Persons.** Only Judicial Branch employees may use the provided electronic communications resources. Specifically designated Judicial Branch employees may use the Judicial Branch's Internet resources. Use of these resources by non-employees requires prior authorization from Administration and Judicial Information Services ("JIS") to maintain network integrity.

- E. Relationship to Other Rules.** Use of computers, electronic communications and Internet resources is subject to all other rules governing the Judicial Branch including the Judicial Merit System Resolution and Rules, Judicial Branch Policies and Procedures (see policy C-111-A), and Arizona Supreme Court Rule 123 governing public access to judicial records. Statements in this policy regarding permissible and prohibited uses of computers, electronic communications and the Internet are intended as additional guidelines and examples.

To the extent that electronic communications policies of the Judicial Branch conflict with County or other governmental branch electronic communications policies, Judicial Branch policies and procedures control and shall be followed.

- F. Employees' Personal Computers.** Employees who choose to bring their own personal computers to work, are subject to these policies as well. Employees who bring their own personal computers to work are prohibited from attaching those computers to the network infrastructure.

### **III. RESPONSIBLE USE OF ELECTRONIC COMMUNICATIONS**

#### **36 AND INTERNET RESOURCES**

##### **A. Guidelines for Responsible Use of Electronic Communications.**

- 1. Professionalism.** Electronic communications shall be professional and business-like. Electronic mail messages, whether sent within the Judicial Branch or outside the Judicial Branch, should withstand public scrutiny without embarrassment to the Judicial Branch, other employees, and the public.
- 2. Professional Use.** It is permissible to use provided e-mail systems for limited professional purposes with supervisor approval. Approved professional uses may include participation in professional associations, continuing education, scholarly publication, communications with colleagues, and subscription to listservs, news groups or topical updating services related to the Judicial Branch, the judicial branch, or an employee's professional duties. Employees subscribing to such services shall keep up with the mail received, regularly delete messages once read, learn the rules associated with the service and know how to unsubscribe (both for ending participation and for absences such as vacation), and maintain a professional demeanor when posting to a list. Such use is in all respects subject to approval of the employee's supervisor.
- 3. Routine Use.**
  - a. Routine communications may include: scheduling meetings; requests for information; the assignment of work tasks or clarification of assignments; notification of employees' whereabouts such as sick days or vacation requests.

- b. **Personal use.** It is permissible to use the provided electronic communications systems for occasional personal purposes. Occasional personal uses may include notifying family members of schedule changes, personal messages to co-workers, and other uses typically permitted to be communicated in or from the workplace in person or by telephone. Such use does not include uses requiring substantial expenditure of workplace time, uses for profit or for personal charitable or political solicitations or campaigns, or uses that would otherwise violate Judicial Branch policies with regard to employee time commitments or Judicial Branch equipment. It is the responsibility of the employee sending such messages to ensure that the message is identified, either specifically or clearly by its content, as personal in nature, and not on behalf of the Judicial Branch. Such use is in all respects subject to approval of the employee's supervisor.
4. **Formal use.** Formal communication is a communication of any kind pertaining to public business, which must be preserved as a record of official action or policy (i.e., policies, decisions, procedures, or other activities of the government). Formal communications may be transmitted via e-mail as long as they are created and preserved in a word processing system. While e-mail is considered public record, IT should not be used to create or store formal communications.
5. **Use of Electronic Bulletin Board (E-bulletin Board).** The Judicial Branch has developed an electronic bulletin board on the Judicial Branch Intranet for use by staff to broadcast general messages to Judicial Branch employees that are inappropriate for e-mail. Such messages may include items for sale by employees, bake sales, retirement parties, and other information that are not prohibited uses for electronic communications outlined in this policy.
6. **Incoming Messages.** Messages originating outside the Judicial Branch are in all respects the responsibility of the employee receiving the message. The Judicial Branch may not be held responsible for messages originating outside the Judicial Branch received by employees.

**B. Prohibited Uses for Electronic Communications.**

1. **Commercial Purposes.** Employees may not use electronic communications, other than the employee e-bulletin board, for commercial purposes, to promote personal business interests, or for monetary gain. Employees may not send "serial" or "chain" messages on e-mail or the e-bulletin board.
2. **Copyright and Intellectual Property Rights.** Employees shall not use electronic communications to receive or send copies of documents in violation of copyright laws, or to send or receive software in violation of intellectual property laws or rights.
3. **Harassment.** Employees shall not use electronic communications to intimidate or harass others, or to interfere with the ability of others to conduct Judicial Branch business. Employees shall not use electronic communications in a manner that promotes discrimination on the basis of race, creed, color, gender, religion, disability, or sexual preference.

4. **Other Prohibited Uses.** Users shall not use the Internet access provided by the Judicial Branch for connecting to, posting, downloading or printing pornographic, offensive, or other material that is inappropriate for the workplace, or violates the code of conduct, equal employment opportunity, sexual harassment or A.R.S. §38-448. (See addendum “A” at the end of this policy.) Those employees who have a specific job-related need to access prohibited materials via Judicial Branch computing resources must submit a “request to access prohibited materials detailing the reasons for the requested access and the expected duration of the requested access. The request for access to prohibited materials must be approved by the department head, with final approval by the agency head, prior to submission to JIS. (See addendum “C”).
5. **Identification.** Users shall clearly identify themselves in any electronic communication, and shall not construct an electronic message or communication so as to appear to be from anyone other than the user.
6. **Unauthorized Access.** Employees may not capture and “open” electronic communications except as required in order for authorized employees to diagnose and correct delivery problems, and may not obtain access to the files or communications of others for the purpose of satisfying idle curiosity, with no substantial business purpose.
7. **Confidentiality.** Even though employees routinely use e-mail as a form of communication to discuss ideas and pending cases, this form of communication cannot be considered secure and no message should be considered absolutely confidential. It is the employee’s responsibility to carefully consider the confidentiality requirements of an electronic communication before it is transmitted. Employees should not send confidential or privileged information, whether formal or routine, via electronic mail, without prior express approval from their supervisor. The confidential or privileged status of a communication is determined by court rule or order, or by statute, and may include such matters as communications relating to employee performance or discipline, and judicial or attorney work product. Anyone using Judicial Branch or County computing resources should have no expectation of privacy in the use of these tools or any content therein.
8. **Software.** Employees may not use Judicial Branch electronic messaging or communications systems to download software, unless they comply with established policies for approval of loading or operating software on Judicial Branch-provided computers, verification of proper licensing, and scanning for computer viruses which is facilitated through JIS. Installation of software on computers by employees outside of JIS is strictly prohibited unless made available by JIS or otherwise approved for installation by JIS.
9. **Adherence to Security Restrictions on Systems and Data.** Employees shall not attempt to gain unauthorized access to data, to breach or evade any security measures on any electronic communication system, or to intercept any electronic communication transmissions without proper authorization.

**C. Guidelines for Responsible Use of the Internet:**

- 1. Professionalism.** Internet use shall be professional and business-like. Such use should withstand public scrutiny without embarrassment to, the Judicial Branch, other employees, and the public.
- 2. Professional Use.** It is permissible to use the Judicial Branch's Internet access for limited professional purposes with supervisor approval. Approved professional uses may include participation in professional associations, continuing education, scholarly publication, legal research related to, the Judicial Branch, or an employee's professional duties. Such use is in all respects subject to approval of the employee's supervisor.
- 3. Routine Use.**
  - a. Routine use may include, but is not limited to: locating information on a particular topic for work-related use; accessing other courts' information and sites; and, accessing information by various professional organizations.
  - b. It is permissible to use the Judicial Branch's Internet resources for occasional personal purposes. Occasional personal uses may include using the Internet for the location of information relating to personal interests. Such use does not include uses requiring substantial expenditure of workplace time, uses for profit or for personal charitable or political solicitations or campaigns, or uses that would otherwise violate Judicial Branch policies with regard to employee time commitments or Judicial Branch equipment. It is the responsibility of the employee using the Internet to ensure that the use complies with all current policies. Such use is in all respects subject to approval of the employee's supervisor.

**D. Prohibited Uses Regarding the Internet.**

- 1. Commercial Purposes.** Employees may not use the Internet for commercial purposes, to promote personal business interests, or for monetary gain.
- 2. Copyright and Intellectual Property Rights.** Employees shall not use the Internet resources provided by the Judicial Branch in violation of copyright laws, or to download or receive software in violation of intellectual property laws or rights.
- 3. Harassment.** Employees shall not use the Internet access provided by the Judicial Branch to intimidate or harass others, or to interfere with the ability of others to conduct Judicial Branch business. Employees shall not use the Internet access provided by the Judicial Branch in a manner that promotes discrimination on the basis of race, creed, color, gender, religion, disability, or sexual preference.
- 4. OTHER PROHIBITED USES.**

Users shall not use the Internet access provided by the Judicial Branch for connecting to, posting, downloading or printing pornographic, offensive, or other material that is inappropriate for the workplace, or violates the code of conduct,



equal employment opportunity, sexual harassment of A.R.S. §38-448. (See Addendum “A” at the end of this policy.) Those employees who have a specific job-related need to access prohibited materials using Judicial Branch computing resources must submit a “request to access prohibited materials” detailing the reasons for the requested access and the expected duration of the requested access. The request for access must be approved by the department head, with final approval by the agency head, prior to submission to JIS. (See addendum “C”.)

5. **Software.** Employees may not use the provided Internet access to download software unless they comply with established policies for approval of loading or operating software on Judicial Branch provided computers, verification of proper licensing, and scanning for computer viruses, which is facilitated by JIS. Installation of software on Computers by employees outside of JIS is strictly prohibited unless made available by JIS or otherwise approved for installation by JIS.
6. **Unauthorized Access.** Employees may not obtain access to the files or communications of others for the purpose of satisfying idle curiosity, with no substantial business purpose.
7. **Adherence to Security Restrictions on Systems and Data.** Employees shall not attempt to gain unauthorized access to data or breach or evade any security measures.

**EXAMPLES OF UNACCEPTABLE USE:  
(THE FOLLOWING PROVIDES SOME EXAMPLES OF IMPROPER USES OF  
JUDICIAL BRANCH AND COUNTY COMPUTING RESOURCES. IMPROPER USAGE  
IS NOT LIMITED TO THESE EXAMPLES.)**

- Use of Judicial Branch or County Computing Resources to conduct commercial or private business transactions, or support a commercial or private business other than County business (e.g. using judicial branch -supplied personal computers to prepare transcripts for sale; using fax machines or telephones to further an employee’s commercial/private business endeavors).
- Use of Judicial Branch or County Computing Resources to promote fundraising or advertising of non-County organizations that have not been pre-approved.
- Downloading or copying of data, software, or music that is not authorized or licensed.
- Performing gambling activities or other illegal schemes (e.g. pyramid, chain letters, etc.)
- Disclosing protected Judicial Branch or County data (confidential, private, or best interest) via Judicial Branch or County Computing Resources without proper authority.
- Misrepresenting another user’s identification (forging or acting as), or gaining or seeking to gain non-authorized access to another user’s account/data or the passwords of other users, or vandalizing another user’s data.
- Generating or possessing material that is considered harassing, obscene, profane, intimidating or threatening, defamatory to a person or class of persons, or otherwise inappropriate or unlawful, including such material that is intended only as a joke or for amusement purposes.
- Failure to comply with instructions from appropriate Judicial Branch or County staff to discontinue activities that threaten the operation or integrity of the Judicial Branch or County Computing Resources, or are deemed inappropriate, or otherwise violate this policy.

#### **IV. INTERNET AND ELECTRONIC COMMUNICATIONS TECHNOLOGY MANAGEMENT RESPONSIBILITIES**

##### **A. Electronic Communications and Internet Management.**

- 1. Management.** The Judicial Branch acquires and deploys the computers and the internal computer networks on which the Judicial Branch's 's electronic communications and Internet access are conducted, cooperates with Maricopa County in using and administering the internal computer networks, and has certain rights to the software and data residing on, developed on, or licensed for Judicial Branch's computers and networks, JIS which includes Justice Court Automation (JCA) and Research and Planning Services (RAPS) HAS the responsibility to administer, protect, and monitor the aggregation of computers, software, and networks.
- 2. Use for Court Purposes.** The Presiding Judge has the responsibility of ensuring, through appropriate policies and procedures, that electronic communications information technology resources and Internet access are used to support activities connected with the business of the Judicial Branch.
- 3. Use of Software and Data Files.** It is the responsibility of each user to learn to use electronic communications software and Internet resources correctly and efficiently.
- 4. Equitable Use of Resources.** JIS, network administrators have the responsibility to manage electronic communications information technology resources and the Judicial Branch's Internet access so that members of the Judicial Branch community benefit equitably from their use. Authorized staff may occasionally need to restrict inequitable use of shared communication systems, including requiring users to refrain from using any software program, communications practice, or database that is unduly resource-intensive.
- 5. Efficient Use of Resources.** It is the responsibility of each employee to use electronic communications media and the Internet efficiently, to avoid wasting or overburdening Judicial Branch computing resources. Users should accept limitations or restrictions on file storage space, usage time, or amount of resources consumed when asked to do so by systems administrators. In particular, users should carefully consider and appropriately limit the use of groups to send messages to multiple recipients, sending of announcements, and appending large text or graphics files.
- 6. Policies and Procedures.** Supervisors have the responsibility to communicate Judicial Branch electronic communications, Internet access information technology policies, and employee responsibilities, systematically and regularly to all of their employees.
- 7. Monitoring Effectiveness of Policies and Procedures.** Administration has the responsibility to monitor the application and effectiveness of electronic communications information technology policies, and Internet use, and propose changes in policy as events or technology warrant.
- 8. ACCESS TO INTERNET PORNOGRAPHY.** Pursuant to A.R.S. §38-448, all users shall receive notice and copies of the statute prohibiting access to Internet

pornography. The appointing authority shall act as the agency head for granting exceptions. (See Addendum “A”.)

Those employees who have a specific job-related need to access prohibited materials via Judicial Branch computing resources must submit a “Request to access prohibited materials” detailing the reasons for the requested access and the expected duration of the requested access. The request for access to prohibited materials must be approved by the department head, with final approval by the agency head, prior to submission to JIS. (See Addendum “C”.)

## **B. Security and Privacy.**

1. **Security Procedures.** JIS network administrators have the responsibility to establish and support reasonable standards and procedures for security of electronic data and information produced, used, or distributed in the Judicial Branch, and to ensure the integrity and accuracy of data the Judicial Branch maintains. These administrators have the responsibility to establish and communicate reasonable standards and procedures describing the extent of privacy that employees can expect in the use of networked computer resources.

JIS network administrators have the responsibility of initiating the approved Judicial Branch “acceptable use” banner for all entry points into Judicial Branch computing resources (see Addendum “B” – “Maricopa County Judicial Branch Acceptable Use Banner” that includes a link to this policy – **C-111 (B) – Electronic Communications Policy**).

2. **Protection Against Unauthorized Use.** All Judicial Branch employees have the responsibility to protect Judicial Branch computers, networks and data from destruction, tampering, and unauthorized inspection and use. It is the responsibility of each user to establish appropriate passwords for the user’s account in the first instance, to change passwords periodically as may be required by network system administrators, to avoid sharing or disclosing passwords to others, and to prevent unauthorized or inadvertent access by others to their computers and files.
3. **Protection Against Data Loss.** Network administrators have the responsibility to ensure that Judicial Branch computer systems do not lose important data due to hardware, software, or administrative failures or breakdowns.
4. **Encryption.** Only specified forms of encryption are permitted. Judicial Branch employees may encrypt their electronic mail and files only with the use of software approved by JIS. Encryption may only be used for specialized transactions and only with express approval by Administration. The encryption key to the software must be retained by JIS to access encrypted messages, which may limit the degree of privacy protection provided by such encryption.

## **C. Access and Disclosure.**

1. **Monitoring of Electronic Communications.** The Judicial Branch will not engage in the systematic monitoring of electronic mail messages, the electronic records created by use of e-mail systems, or other electronic files created by employees.

2. **Monitoring Internet Access.** The Judicial Branch may engage in the systematic monitoring of Internet access and amount of time spent on the Internet by employees.
3. **Access.** The Judicial Branch reserves the right to permit authorized staff to access and disclose the contents of electronic messages, provided that it follows appropriate procedures, in the course of an investigation triggered by indications of employee misconduct, as needed to protect health and safety, as needed to prevent interference with the mission of the Judicial Branch, to protect system security, comply with legal process or fulfill Judicial Branch obligations to third parties, protect the rights or property of the Judicial Branch, or as needed to locate substantive information required for Judicial Branch business that is not more readily available by some other means.
4. **Limitations on Disclosure and Use of Information Obtained by Means of Access or Monitoring.** The contents of electronic communications, properly obtained for legitimate business purposes, may be disclosed without permission of the employee. The Judicial Branch will attempt to refrain from disclosure of particular messages if disclosure could create personal embarrassment, unless such disclosure is required to serve a specific business purpose, satisfy a legal obligation, or to appropriately respond to requests for records disclosure under state or federal laws governing public access to records.

**D. Public Access and Disclosure.**

1. **Public Records.** Electronic mail messages and files should be stored, preserved, and made retrievable according to law and policies and procedures defining the public record status of the data. The designations in section III(A) of this policy should be kept in mind when creating e-mail messages, but materials in all categories could be released to the public if it is determined that the information is not exempt from disclosure.
2. **Public Access to Judicial Records.** The public record status of court records and communications is determined by Arizona Supreme Court Rule 123, Public Access to the Judicial Records of the State of Arizona. (Hereafter "Rule 123.") This rule governs access to the records of all court and administrative offices of the judicial department of the State of Arizona.
  - a. **Definition.** Rule 123 defines a record as: "all existing documents, papers, letters, maps, books, tapes, photographs, films, sound recordings or other materials, regardless of physical form or characteristics, made or received pursuant to law or in connection with the transaction of any official business by the court, and preserved or appropriate for preservation by the court as evidence of the organization, functions, policies, decision, procedures, operations or other governmental activities." This rule applies to all computer or electronic-based records maintained by the Court, including e-mail.
  - b. **Access.** Records of all courts and administrative offices of the Judicial Department of the State of Arizona are presumed to be open to any member of the public for inspection or copying at all times during regular business hours at the office having custody of the records except as may be closed by law. In the view of the possible countervailing interests of confidentiality, privacy or the best interests of the state, public access to

some records may be restricted or expanded in accordance with the provisions of Rule 123 and other provisions of law

- c. **Closed Records.** A closed record means that the public may not inspect, copy, or otherwise have access to such record, except by Court order. Closed records may be released to the public once all confidential information has been redacted unless release of the entire record is prohibited by law. Records prepared in or transmitted by electronic mail have the same public record status as a paper-copy equivalent would have under Rule 123. For example, records and communications constituting judicial work product and drafts, notes, memoranda or drafts thereof prepared by a judge or other court personnel at the direction of or for a judge and used in the process of preparing a final decision or in the course of deliberations on rule or administrative matters, are closed.
  - d. **Segregation.** Whenever possible, employees generating or receiving data or information that could be considered closed or confidential pursuant to Rule 123 should segregate such information from the remaining public “open” data and information. Employees should clearly label or identify such closed or confidential data and information as confidential.
  - e. **Requests Shall be Made to:** All public access to judicial records shall be made to the Public Affairs Director of the Judicial Branch, currently J.W. Brown.
  - f. **Determining Judge.** If the Public Affairs Director determines that there is a question whether records requested to be made available for public inspection should be disclosed, or if a request is made for a ruling by a judge following denial of a request to inspect records, the Public Affairs Director shall refer the request to the presiding judge, or a judge authorized in writing by the presiding judge, for determination. The presiding judge may assert any applicable privilege or objection should a public records or discovery request be made regarding any electronic communication. Assertions of privilege or objections may be made only by the presiding judge, or a judge authorized in writing by the presiding judge.
3. **Public Access Address.** The Court shall publish and maintain an electronic mail address for public access to the Court, preserving the confidentiality of judicial officer and Court management addresses as needed and providing a single point of access for electronic public inquiries.

#### **E. E-mail Records Retention and Disposition.**

- 1. **Records Retention and Disposition.** E-mail communications will be retained and disposed of pursuant to this policy. E-mail that has not been completely deleted from all containers (e.g., in-box, folders, etc.) and by all recipients, system e-mail directories, and system distribution lists will be backed up on tape nightly. All e-mail system back-up tapes will be retained and overwritten on a 28-day back-up cycle; i.e., the 29th day will overwrite the first tape, the 30th day overwrites the second tape, etc.

2. **Department Policies.** Court departments may establish more stringent retention and disposition policies to meet unique security needs, consistent with the public record requirements of Rule 123.
3. **Procedures.** JIS network administrators have the responsibility to establish or modify as needed in light of the foregoing retention schedule, reasonable standards and procedures for maintaining and purging backups of electronic data and information prepared in or transmitted by electronic mail.

## V. POLICY ENFORCEMENT

- A. When necessary to enforce Judicial Branch rules or policies, an authorized administrator may disable network connections by certain computers, require adequate identification of computers and users on the network, undertake audits of software or information on shared systems, or take steps to secure compromised computers that are connected to the network.
- B. Appropriate disciplinary action will be taken against individuals found to have engaged in prohibited use of Judicial Branch electronic communications resources. Such action may include, but is not limited to, loss of access to electronic communications, computer, or network resources, and any action appropriately imposed under the Judicial Merit System Resolution and Rules.
- C. Users are expected to cooperate with authorized investigation of technical problems, and of possible unauthorized or irresponsible use as defined in this policy. Failure to do so may be grounds for disciplinary measures

### 37 EMPLOYEE ACKNOWLEDGEMENT

I have received copies of the Electronic Communications Policy, C –111 (B) AND A.R.S. §38-448.

I am aware that any violation of the **Electronic Communications Policy** may result in loss of system privileges, possible legal sanctions, and, for employees, disciplinary action up to and including termination.

---

Employee's name – Please print

---

Employee's signature

---

Date

---

Court Department Representative

ADDENDUM "A"

Be it enacted by the Legislature of the State of Arizona:

Section 1. Title 38, chapter 3, article 4, Arizona Revised Statutes, is amended by adding section 38-448, to read:

38-448. State employees; access to internet pornography prohibited; cause for dismissal; definitions

A. EXCEPT TO THE EXTENT REQUIRED IN CONJUNCTION WITH A BONA FIDE, AGENCY APPROVED RESEARCH PROJECT OR OTHER AGENCY APPROVED UNDERTAKING, AN EMPLOYEE OF AN AGENCY SHALL NOT KNOWINGLY USE AGENCY OWNED OR AGENCY LEASED COMPUTER EQUIPMENT TO ACCESS, DOWNLOAD, PRINT OR STORE ANY INFORMATION INFRASTRUCTURE FILES OR SERVICES THAT DEPICT NUDITY, SEXUAL ACTIVITY, SEXUAL EXCITEMENT OR ULTIMATE SEXUAL ACTS AS DEFINED IN SECTION 13-3501. AGENCY HEADS SHALL GIVE, IN WRITING, ANY AGENCY APPROVALS. AGENCY APPROVALS ARE AVAILABLE FOR PUBLIC INSPECTION PURSUANT TO SECTION 39-121.

B. AN EMPLOYEE WHO VIOLATES THIS SECTION PERFORMS AN ACT THAT IS CAUSE FOR DISCIPLINE OR DISMISSAL OF THE EMPLOYEE AND FOR AN EMPLOYEE IN STATE SERVICE IS CONSIDERED MISUSE OR UNAUTHORIZED USE OF STATE PROPERTY PURSUANT TO SECTION 41-770.

C. ALL AGENCIES SHALL IMMEDIATELY FURNISH THEIR CURRENT EMPLOYEES WITH COPIES OF THIS SECTION. ALL AGENCIES SHALL FURNISH ALL NEW EMPLOYEES WITH COPIES OF THIS SECTION AT THE TIME OF AUTHORIZING AN EMPLOYEE TO USE AN AGENCY COMPUTER.

D. FOR THE PURPOSES OF THIS SECTION:

1. "AGENCY" MEANS:

(a) ALL OFFICES, AGENCIES, DEPARTMENTS, BOARDS, COUNCILS OR COMMISSIONS OF THIS STATE.

(b) ALL STATE UNIVERSITIES.

(c) ALL COMMUNITY COLLEGE DISTRICTS.

(d) ALL LEGISLATIVE AGENCIES.

(e) ALL DEPARTMENTS OR AGENCIES OF THE STATE SUPREME COURT OR THE COURT OF APPEALS.

2. "INFORMATION INFRASTRUCTURE" MEANS TELECOMMUNICATIONS, CABLE AND COMPUTER NETWORKS AND INCLUDES THE INTERNET, THE WORLDWIDE WEB, USENET, BULLETIN BOARD SYSTEMS, ON-LINE SYSTEMS AND TELEPHONE NETWORKS.



ADDENDUM “B”

**MARICOPA COUNTY TRIAL COURTS ACCEPTABLE USE  
BANNER**

Acceptable Use Statement

By logging into and/or using Judicial Branch Computing Resources, I acknowledge that I have read, understand, agree, and will comply with the current Judicial Branch policy, **C-111 (B) – Electronic Communications Policy**. My usage will be monitored for compliance and I accept all liabilities associated with any misuse on my part.”

**ADDENDUM "C"**

**MARICOPA COUNTY JUDICIAL BRANCH  
Request to Access Prohibited Materials  
Via Judicial Branch Computing Resources**

Employee Name: \_\_\_\_\_  
\_\_\_\_\_

Date of Request: \_\_\_\_\_  
\_\_\_\_\_

Internet site(s) or information infrastructure to accessed or used: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Expected duration of need to access or use Internet site(s) or information infrastructure containing prohibited materials: \_\_\_\_\_  
\_\_\_\_\_

Reasons for access or used: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By logging into and/or using Judicial Branch Computing Resources, I acknowledge that I have read, understand, agree, and will comply with the current Judicial Branch policy, **C-111 (B) – Electronic Communications Policy**. My usage will be monitored for compliance and I accept all liabilities associated with any misuse on my part.

\_\_\_\_\_  
\_\_\_\_\_  
Signature of Requesting Party Date

I hereby acknowledge that the requesting employee has a legitimate reason for accessing prohibited materials via Judicial Branch computing resources. The reason for the requested access has been accurately described and I approve said access for limited purposes only as detailed above.

\_\_\_\_\_  
\_\_\_\_\_  
Signature of Department Head Date

APPROVAL OF AGENCY HEAD OR APPOINTING AUTHORITY:

\_\_\_\_\_  
\_\_\_\_\_  
Signature of Agency Head Date

JUDICIAL INFORMATION SYSTEMS:

\_\_\_\_\_  
\_\_\_\_\_  
Received and Processed By Date

6

CONTRACT INTERPRETERS  
TRIAL COURTS OF ARIZONA, MARICOPA COUNTY

**INVOICE IN SUPPORT OF REQUEST FOR WARRANT**

PAYEE: \_\_\_\_\_ DATE: \_\_\_\_\_  
BUSINESS \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PO NUMBER & CONTRACT NUMBER \_\_\_\_\_  
\_\_\_\_\_ ZIP \_\_\_\_\_ VENDOR NUMBER \_\_\_\_\_  
LANGUAGE: \_\_\_\_\_

*Maricopa County cannot consider any claim unless submitted within six months after the account accrues,  
Arizona Revised Statutes, §11-622*

DATE OF SERVICE	JUDICIAL OFFICER OR DEPARTMENT	CASE/BOOKING/CID NUMBER	TIME INTERPRETING FROM 0:00 TO 0:00	OTHER BILLABLE ITEMS	DOLLAR AMOUNT
				TOTAL AMOUNT DUE:	

I do solemnly swear that the accompanying is a just statement of account against the Trial Courts; that  
the work and labor specified therein have been performed; that the services stated therein have been  
rendered; that the expenses set forth therein have been incurred; that the same has not been paid and that no  
claim against the Trial Courts has before been made therefore.

**ASSIGNMENT:** For value received, I hereby  
assign this claim to:

COURT APPROVAL: \_\_\_\_\_  
BY ADMINISTRATOR

\_\_\_\_\_  
(Type or print name of firm, officer, custodian, or individual)

MAIL TO: COURT INTERPRETATION  
& TRANSLATION SERVICES  
101 W. JEFFERSON, ECB, 3RD FL.  
PHOENIX, ARIZONA 85003 (602) 506-3494

\_\_\_\_\_  
TAX ID NO.

\_\_\_\_\_  
(Payee Signature) Date

3899-026 R1-04

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**EXHIBIT B**

ATTACHMENT D

JANE D. HULL  
GOVERNOR



J. ELLIOTT HIBBS  
DIRECTOR

**ARIZONA DEPARTMENT OF ADMINISTRATION**  
**RISK MANAGEMENT SECTION**  
1818 WEST ADAMS STREET  
PHOENIX, ARIZONA 85007  
FAX: (602) 542.1982

**SOLE PROPRIETOR WAIVER**

**NOTE:** THIS FORM APPLIES ONLY TO STATE OF ARIZONA AGENCIES, BOARDS, COMMISSIONS, UNIVERSITIES UTILIZING SOLE PROPRIETORS WITH NO EMPLOYEES, IF YOU ARE CONTRACTING WITH A CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR SOLE PROPRIETORS WITH EMPLOYEES, THIS FORM DOES NOT APPLY.

The following is a written waiver under the compulsory Workers' Compensation laws of the State of Arizona, A.R.S. 23-901 (et. seq.), and specifically, A.R.S. 23-961(L), that provides that a Sole Proprietor may waive his/her rights to Workers' Compensation coverage and benefits.

I am a sole proprietor and I am doing business as \_\_\_\_\_  
(name of Sole Proprietors Business). I am performing work as an independent contractor for the State of Arizona, \_\_\_\_\_, for workers' compensation purposes, and therefore, I am not entitled to workers' compensation benefits from the State of Arizona, \_\_\_\_\_.

I understand that if I have any employees working for me, I must maintain workers' compensation insurance on them.

Name of Sole Proprietor:	_____
Social Security Number:	_____-_____-_____
Telephone Number:	_____(_____)_____
Street Address/P.O.Box:	_____
City:	_____
State:	_____
Zip Code	_____
Signature of Sole Proprietor:	_____
Date:	_____

Agency:	_____
Agency #	_____
Signature of Agency	_____
Contract Administrator:	_____
Date:	_____

Both signatures must be signed and the completed form submitted to the State of Arizona, Department of Administration, Risk Management Section, Insurance Unit, 1818 West Adams Street, Phoenix, Az 85007. An authorized Risk Management Representative will sign and return to the agency to be maintained in their records.

Signature of Risk Management Authorized Signer	Date
--	------

Form #spw/1 (8/96)

**Attachment E**  
REFERENCES LISTING

1.

2.

3.

## **AGREEMENT**

The Contractors hereby certify that they have read, understand and agree that acceptance by Trial Courts of Arizona in Maricopa County of the Contractor's offer by the issuance of a purchase order or contract will create a binding contract. Further, they agree to fully comply with all terms and conditions as set forth in the Judicial Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement.

---

MINORITY BUSINESS/SMALL BUSINESS (check appropriate item):

- ☐ Disadvantaged Business Enterprise (DBE)  
☐ Women Business Enterprise (WBE)  
☐ Minority Business Enterprise (MBE)  
☐ Small Business Enterprise (SBE)
- 

—  

---

FIRM SUBMITTING PROPOSAL

—  

---

FEDERAL TAX ID NUMBER

—  

---

PRINTED NAME AND TITLE

—  

---

AUTHORIZED SIGNATURE

—  

---

ADDRESS

—  

---

TELEPHONE

—  

---

FAX #

—  

---

CITY STATE ZIP CODE

—  

---

DATE

—  

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MARICOPA COUNTY, ARIZONA

—  

---

E-MAIL ADDRESS

BY: \_\_\_\_\_

Colin F. Campbell,  
Presiding Judge

—  

---

DATE

APPROVED AS TO FORM

BY: \_\_\_\_\_

Attorney General

—  

---

DATE

**ATTACHMENT F**  
**Questionnaire for individuals**

Please answer the following questions completely. Your answers to these questions will be used to ascertain and weigh your qualifications and experience as a court Interpreter; they will serve to set you apart from your competitors.

1. What professional certificates in court interpretation do you hold? Is/are your certificate(s) current?
  
  
  
  
  
  
  
  
  
  
2. What specific education and training in court interpretation do you possess. Please include institution, year and length of training.
  
  
  
  
  
  
  
  
  
  
3. What is your experience working as a court Interpreter? Please include organization, years of service, a description of your duties and whether you were a staff or contract Interpreter.
  
  
  
  
  
  
  
  
  
  
4. Please self-assess your interpreting skills in consecutive and simultaneous translation as well as sight translation.
  
  
  
  
  
  
  
  
  
  
5. Please include any other pertinent information that will help us assess your knowledge, skills and abilities in the area of court interpreting.

### **Questionnaire for language agencies**

Please answer the following questions completely and thoughtfully. Your answers to these questions will be used to ascertain and weigh your qualifications and experience as a Contractor of court interpreting services; they will serve to set you apart from your competitors.

1. Please discuss your experience as a Contractor of court interpreting services.
  
  
  
  
  
  
  
  
  
  
2. Please list all the court Interpreters working for your agency that you would make available to work for our court. You may attach individual resumés, but in addition please provide the following information for each individual:
  - a. Professional certificates in court interpretation. Are the certificate(s) current?
  - b. Specific education and training in court interpretation. Please include institution, year and length of training.
  - c. Experience working as a court Interpreter. Please include organization, years of service, a description of duties and whether staff or contract Interpreter.
  - d. Assessment of interpreting skills in consecutive and simultaneous translation as well as sight translation.
  
  
  
  
  
  
  
  
  
  
3. Please explain your in-house training program for court Interpreters. Please include copies of handouts and training material you use.
  
  
  
  
  
  
  
  
  
  
4. Please explain your quality control program. How do you maintain the highest quality levels of interpretation among your Interpreters?
  
  
  
  
  
  
  
  
  
  
5. Please include any other pertinent information that will help us assess your ability to provide interpreting services to our court.